

New Hampshire Council on Resources and Development

Office of Energy and Planning
57 Regional Drive, Concord, NH 03301
Voice: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: CORD Members and Other Interested Parties Maureen Barrows, Chairman
Rockingham County Board of Commissioners
119 North Road
Brentwood, NH 03833

James Workman, Chairman
Hampton Board of Selectmen
100 Winnicunnet Road
Hampton, NH 03842

Cliff Sinnott, Executive Director
Rockingham Planning Commission
156 Water Street
Exeter, NH 03833-2487

FROM: Benjamin D. Frost, Senior Planner

DATE: December 15, 2005

SUBJECT: *State Owned Land, Surplus Land Review, Town of Hampton
SLR 05-023*

RESPONSE DATE: January 14, 2006

Please review the attached information to determine if your agency has any interest in this transaction. If there is an interest, please notify this office of your intent in writing by the response date indicated above. The Council on Resources and Development will consider the request at the next meeting following the comment period.

The Department of Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Lakes Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers Coordinator, is asked to review this request in accordance with RSA 483:8, VI and 14.



John H. Lynch
Governor

State of New Hampshire LIQUOR COMMISSION

Storrs Street
P.O. Box 503
Concord, N.H. 03302-0503

Anthony C. Maiola
Chairman
(603) 271-3133

John W. Byrne
Commissioner
(603) 271-3132

Patricia T. Russell
Commissioner
(603) 271-3131

December 14, 2005

MaryAnn Manoogian, Director
State Planning & Energy Development
57 Regional Drive
Concord, New Hampshire 03301

Dear Ms. Manoogian:

REQUESTED ACTION

The Liquor Commission, pursuant to RSA 162-C:2 and RSA 4:40, requests the Council on Resources and Development (CORD) review and approve two leases for use between the State of New Hampshire Liquor Commission and Stories of New Hampshire, a non-profit organization that exists to promote only products made in New Hampshire State and members of the organization. Lease agreements have existed at the two locations listed and this request is for a five year renewal and will include an additional five year option. The two locations are located on Interstate 95, Northbound State Liquor store, an area with a separate entrance from the main Liquor store approximately 15 ft. x 26 ft., and Southbound State Liquor store, an area with a separate entrance from the main Liquor store approximately 15 ft. x 25 ft. The parties intend, subject to Governor and Council approval, to execute the lease agreement effective March 1, 2006 through February 28, 2006, and an option of five years upon agreement by both parties.

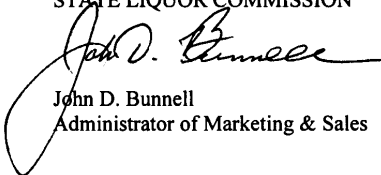
The Liquor Commission will bill Stores of New Hampshire their percentage of electric and heat usage based on their portion of square footage vs. total store footage.

EXPLANATION

New Hampshire Stories Inc. (dba New Hampshire Made) requests to continue the lease agreements that they have enjoyed for the past five years at the two requested locations. The two stores, both of which exclusively sell New Hampshire Made products, have not only helped many of New Hampshire's small businesses get established with a retail store venue, but have also served as general "welcome centers" for the state, helping to supply refreshments, information, and directions to Interstate travelers. In addition, the sales from these stores are helping to support their programs that promote and educate people about the quality, variety and availability of New Hampshire-made products and services.

Very truly yours,

STATE LIQUOR COMMISSION



John D. Bunnell
Administrator of Marketing & Sales

JDB/mab

Cc: Anthony C. Maiola, Chairman
John W. Byrne, Commissioner
Patricia T. Russell, Commissioner
Laurie Ferguson, Executive Director, New Hampshire Stories, Inc.
Steve Slovenski, Attorney, NH State Liquor Commission

LEASE

This lease is made by and between the State of New Hampshire Liquor Commission established under New Hampshire law ("Liquor Commission") and New Hampshire Stories, Inc. ("Lessee").

The Liquor Commisison hereby grants to the Lessee, for a period of five (5) years, but revocable at the will of the Liquor Commission, a lease to use the area approximately 15 ft. x 26 ft. and located at the front of the premises at the New Hampshire State Liquor Store on Interstate 95 North in Hampton, NH as shown on Exhibit A ("Leased Premises"), attached hereto and made a part of this lease. The Lessee may use the Leased Premises only for the purpose of retail sales of products manufactured in New Hampshire to be organized and conducted by the Lessee.

The Lessee shall have the option to request one additional term of five (5) years, upon the same terms and conditions of this Lease. The Lessee shall notify the Commission of its intention to exercise said option at least thirty (30) days prior to expiration of said Lease. It is understood and agreed that the Commission unilaterally may decide not to extend the Lease by option, and need not state a reason for declining to extend.

It is understood and agreed by the parties hereto that this Lease and the commencement of the term is conditioned upon the receipt of all approvals, as required under RSA 4:40, including approval of the Governor and Council of the State of New Hampshire. The Lease shall commence after all said approvals are obtained.

This Lease is granted subject to the following conditions:

1. Lessor agrees to provide space for the Lessee at the aforementioned location at no rental cost. Lessee agrees to operate a retail space for the sale of products manufactured within the State of New Hampshire. All items offered for sale by the Lessee must be pre-approved by an Agent of the Liquor Commission.
2. The use, occupation and maintenance of the Leased Premises shall be (a) without cost or expense to the Liquor Commission; (b) subject to the general supervision and approval of the Liquor Commission; and (c) subject to such rules and regulations as the Liquor Commission may prescribe from time to time.
3. The Lessee has inspected and knows the condition of the Leased Premises. It is understood that they are leased in an "as is" condition without any representation or obligations on the part of the Lessee to make any alterations, repairs, or improvements.
4. The Lessee shall be responsible for heat, electricity, and any other expenses that the New Hampshire Liquor Commission may incur as a result of the Lease agreement.

5. The Lessee understands and acknowledges that (a) this Lease allows only temporary use of the facilities and (b) this Lease may be revoked at will by the Liquor Commission or terminated as provided in Condition 14, and the Liquor Commission need not state a reason for revocation or termination.
6. The Lessee will, at all times, protect, repair and maintain the Leased Premises in good order and condition at its expense and without cost or expense to the Liquor Commission. The Lessee shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft, weather or other causes.
7. The Lessee shall, at its own expense, promptly repair or replace to the satisfaction of the Liquor Commission, State of New Hampshire property damaged or destroyed by the Lessee incident to its exercise of the privileges granted. Alternatively, if required by the Liquor Commission, the Lessee shall pay the Liquor Commission money in an amount sufficient to compensate for the loss sustained by the Liquor Commission of State of New Hampshire for damage to or destruction of Liquor Commission or the State of New Hampshire's property.
8. No addition to or alterations or improvement of the Leased Premises, shall be made without the prior written consent of the Liquor Commission, which consent shall not be unreasonably withheld or delayed.
9. The Lessee will at all times during the existence of this Lease, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, regulations and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. The Lessee shall be solely responsible for obtaining any applicable approvals and/or permits, including but not limited to any approvals required under local land use regulations.
 - a. The Lessee shall be responsible for payment of any assessed real and personal property taxes no later than the due date. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease. Lessee has not added any structures or improvements to the leased premises. To the extent that any structures or improvements are made to which real or personal property taxes that apply, Lessee shall be responsible for payment of any real or personal property taxes apply to the structures or improvements to the leased premises in addition to other duly assessed real or personal property taxes.
 - b. Responsibility for compliance with such laws, rules, regulation and standards rests exclusively with the Lessee. The Liquor Commission assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction. The Lessee shall assume responsibility for and pay all costs relating to any modification required to meet applicable federal, state and local standards relative to on-site sewage treatment or comply with other applicable laws, regulations or standards, or associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs.

- c. This condition does not constitute a waiver of State sovereign immunity. Only laws and regulations applicable to the Leased Premises under the Constitution and statutes of the State of New Hampshire are covered by this condition.
- 10. Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter upon the Leased Premises, at all times for any purposes, including inspection, and the Lessee shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee, or contractor thereof.
- 11. The Liquor Commission shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to the exercise of the privileges granted under this Lease (including the condition or state of repair of the Leased Premises and its use and occupation by the Lessee), or for damage to the property of the Lessee, or for damage to the property or injuries to the person of the Lessee's officers, employees, servants, agents, contractors, or others who may be on the Leased Premises at their invitation or the invitation of any one of them, arising from governmental activities on the Leased Premises.
 - a. The Lessee agrees to assume all risks of loss or damage to the Leased Premises and property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reasons of or incident to the possession and/or use of the Leased Premises or as a consequence of the conduct of activities or the performance of responsibilities under this Lease.
 - b. The Lessee agrees, to the extent provided under New Hampshire law, to indemnify, save, hold harmless, and defend the Liquor Commission and the State of New Hampshire, their officers, employees, and agents from and against all suits, claims, or actions or any sort resulting from, related to or arising out of any activities conducted under this Lease and any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to the Liquor Commission or New Hampshire liability, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Lease.
 - c. During the period this Lease shall be in effect, the Lessee at its expense will carry and maintain property insurance coverage, including but not limited to special perils coverage; commercial general liability coverage for bodily injury, death and property damage insurance; and for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Leased Premises or as a consequence of the conduct of activities or the performance of responsibilities under this Lease. Limits of liability shall not be less than one (1) million dollars (\$1,000,000).
 - d. All policies or certificates issued by the respective insurers shall name the Liquor Commission as additional insured, provided that any losses shall be payable notwithstanding any act or failure to act or negligence of the Liquor Commission or any other person, provide that the insurer shall have no right

of subrogation against the Liquor Commission and be reasonably satisfactory to the Liquor Commission in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action, which the Lessee may have against the Liquor Commission. The Lessee shall deliver or cause to be delivered to the Liquor Commission a certificate of insurance evidencing the insurance required by this Lease prior to occupancy of the Leased Premises.

12. On or before the date of expiration of this Lease, or within five (5) business days after its revocation by the Liquor Commission or relinquishment by the Lessee, the Lessee shall vacate the premises, remove all its personal property therefrom and restore the premises to a condition satisfactory to the Liquor Commission, damages beyond the control of the Lessee and due to fair wear and tear excepted. If the Lessee shall fail to neglect to remove its personal property and so restore the premises, then at the option of the Liquor Commission, such property shall either become the property of the Liquor Commission without compensation therefor, or the Liquor Commission may cause the property to be removed and the premises to be so restored at the expense of the Lessee, and no claim for damage against the Liquor Commission or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
13. This Lease is effective only insofar as the rights of the Lessee in the property involved are concerned, and the Lessee shall obtain such permission as may be necessary on account of any other existing rights.
14. This Lease may be terminated by either party on five (30) business days' written notice to the other party concerned.
15. This Lease shall not be transferred or assigned.
16. No notice, order, direction, determination, requirement, consent and/or approval under this Lease shall be of any effect unless it is in writing. All notices to be given pursuant to this Lease shall be addressed, if to the Liquor Commission:

Liquor Commission
50 Storrs Street
Post Office Box 503
Concord, NH 03302-0503

And if to the Lessee to:

New Hampshire Stories, Inc.
PO Box 1857
Dover, NH 03821-1857
Or
21 Freshet Road
Madbury, NH 03820

17. The Lessee shall not discriminate against any person or persons or exclude any persons from participation in the Lessee's operations, program, or activities conducted on the Leased Premises because of race, color, age, sex, handicap, national origin or religion. The Lessee, by acceptance of this Lease, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C.200d); the Age Discrimination Act of 1975 (42 U.S.C. §6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Department of Defense Directive 5500.11, May 27, 1971, as amended 32 CFR pt 300) will be complied with.
18. This Lease may only be modified or amended by mutual agreement of the parties in writing and signed by a duly authorized representative of each of the respective parties hereto. No amendment or modification will become effective without the Governor and Council approval.
19. This Lease, which may be executed in a number of counterparts each of which shall have been deemed an original but which shall constitute one and the same instrument is to be construed according to the laws of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and Tenant.
20. This lease embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
21. The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

OPERATIVE PROVISIONS

IN WITNESS WHEREOF, I have been hereunto set my hand this _____ day of _____, _____, by authority of the Liquor Commission:

State of New Hampshire Liquor Commission

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

This Lease, together with all terms and conditions thereof, is hereby accepted and executed by the Lessee, N.H. Stories, Inc., this _____ day of _____, ____.

By: _____

Title: _____

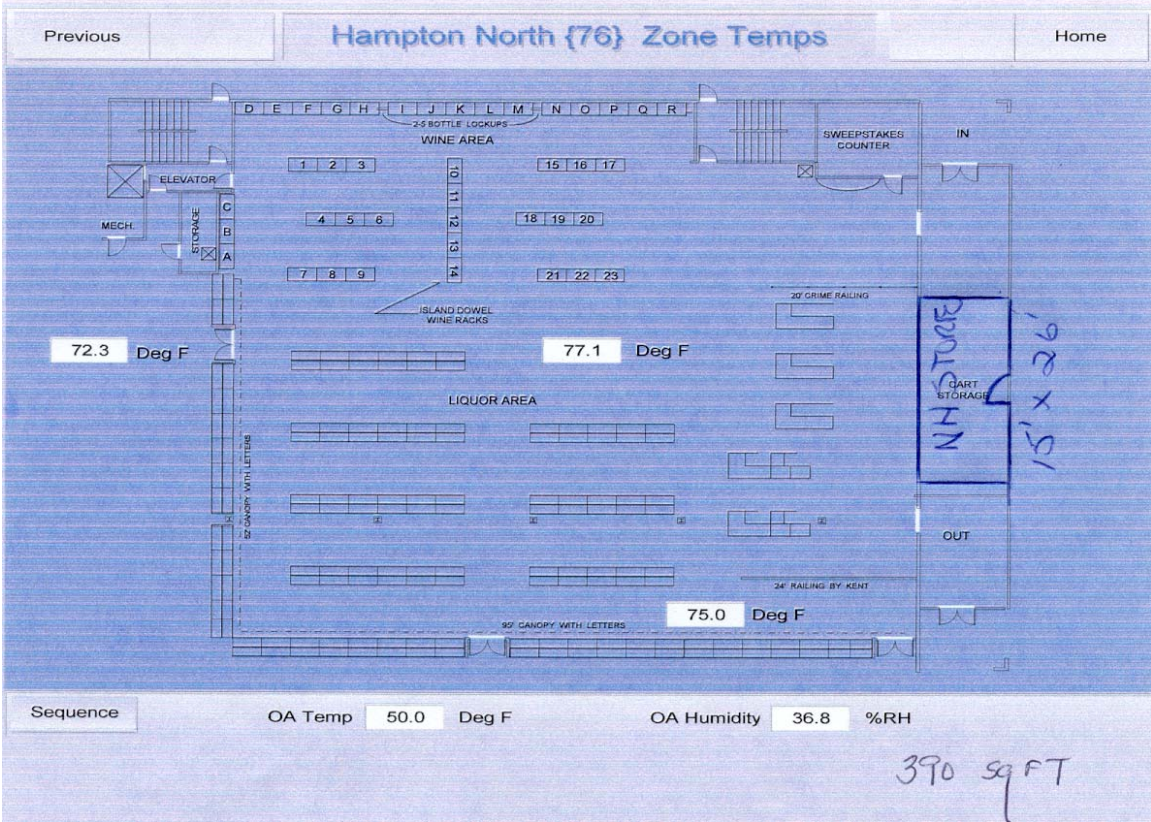
STATE OF NEW HAMPSHIRE

Personally appeared the above named _____ and swears to the truth of the statements made above this _____ day of _____, ____.

Justice of the Peace/Notary Public

Approved by Attorney General:

By: _____, Assistant Attorney General, on _____.



LEASE

This lease is made by and between the State of New Hampshire Liquor Commission established under New Hampshire law ("Liquor Commission") and New Hampshire Stories, Inc. ("Lessee").

The Liquor Commission hereby grants to the Lessee, for a period of five (5) years, but revocable at the will of the Liquor Commission, a lease to use the area approximately 15 ft. x 25 ft. and located at the front of the premises at the New Hampshire State Liquor Store on Interstate 95 South in Hampton, NH as shown on Exhibit A ("Leased Premises"), attached hereto and made a part of this lease. The Lessee may use the Leased Premises only for the purpose of retail sales of products manufactured in New Hampshire to be organized and conducted by the Lessee.

The Lessee shall have the option to request one additional term of five (5) years, upon the same terms and conditions of this Lease. The Lessee shall notify the Commission of its intention to exercise said option at least thirty (30) days prior to expiration of said Lease. It is understood and agreed that the Commission unilaterally may decide not to extend the Lease by option, and need not state a reason for declining to extend.

It is understood and agreed by the parties hereto that this Lease and the commencement of the term is conditioned upon the receipt of all approvals, as required under RSA 4:40, including approval of the Governor and Council of the State of New Hampshire. The Lease shall commence after all said approvals are obtained.

This Lease is granted subject to the following conditions:

22. Lessor agrees to provide space for the Lessee at the aforementioned location at no rental cost. Lessee agrees to operate a retail space for the sale of products manufactured within the State of New Hampshire. All items offered for sale by the Lessee must be pre-approved by an Agent of the Liquor Commission.
23. The use, occupation and maintenance of the Leased Premises shall be (a) without cost or expense to the Liquor Commission; (b) subject to the general supervision and approval of the Liquor Commission; and (c) subject to such rules and regulations as the Liquor Commission may prescribe from time to time.
24. The Lessee has inspected and knows the condition of the Leased Premises. It is understood that they are leased in an "as is" condition without any representation or obligations on the part of the Lessee to make any alterations, repairs, or improvements.
25. The Lessee shall be responsible for heat, electricity, and any other expenses that the New Hampshire Liquor Commission may incur as a result of the Lease agreement.

26. The Lessee understands and acknowledges that (a) this Lease allows only temporary use of the facilities and (b) this Lease may be revoked at will by the Liquor Commission or terminated as provided in Condition 14, and the Liquor Commission need not state a reason for revocation or termination.
27. The Lessee will, at all times, protect, repair and maintain the Leased Premises in good order and condition at its expense and without cost or expense to the Liquor Commission. The Lessee shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft, weather or other causes.
28. The Lessee shall, at its own expense, promptly repair or replace to the satisfaction of the Liquor Commission, State of New Hampshire property damaged or destroyed by the Lessee incident to its exercise of the privileges granted. Alternatively, if required by the Liquor Commission, the Lessee shall pay the Liquor Commission money in an amount sufficient to compensate for the loss sustained by the Liquor Commission of State of New Hampshire for damage to or destruction of Liquor Commission or the State of New Hampshire's property.
29. No addition to or alterations or improvement of the Leased Premises, shall be made without the prior written consent of the Liquor Commission, which consent shall not be unreasonably withheld or delayed.
30. The Lessee will at all times during the existence of this Lease, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, regulations and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. The Lessee shall be solely responsible for obtaining any applicable approvals and/or permits, including but not limited to any approvals required under local land use regulations.
 - a. The Lessee shall be responsible for payment of any assessed real and personal property taxes no later than the due date. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease. Lessee has not added any structures or improvements to the leased premises. To the extent that any structures or improvements are made to which real or personal property taxes that apply, Lessee shall be responsible for payment of any real or personal property taxes apply to the structures or improvements to the leased premises in addition to other duly assessed real or personal property taxes.
 - b. Responsibility for compliance with such laws, rules, regulation and standards rests exclusively with the Lessee. The Liquor Commission assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction. The Lessee shall assume responsibility for and pay all costs relating to any modification required to meet applicable federal, state and local standards relative to on-site sewage treatment or comply with other applicable laws, regulations or standards, or associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs.

- c. This condition does not constitute a waiver of State sovereign immunity. Only laws and regulations applicable to the Leased Premises under the Constitution and statutes of the State of New Hampshire are covered by this condition.
- 31. Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter upon the Leased Premises, at all times for any purposes, including inspection, and the Lessee shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee, or contractor thereof.
- 32. The Liquor Commission shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to the exercise of the privileges granted under this Lease (including the condition or state of repair of the Leased Premises and its use and occupation by the Lessee), or for damage to the property of the Lessee, or for damage to the property or injuries to the person of the Lessee's officers, employees, servants, agents, contractors, or others who may be on the Leased Premises at their invitation or the invitation of any one of them, arising from governmental activities on the Leased Premises.
 - a. The Lessee agrees to assume all risks of loss or damage to the Leased Premises and property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reasons of or incident to the possession and/or use of the Leased Premises or as a consequence of the conduct of activities or the performance of responsibilities under this Lease.
 - b. The Lessee agrees, to the extent provided under New Hampshire law, to indemnify, save, hold harmless, and defend the Liquor Commission and the State of New Hampshire, their officers, employees, and agents from and against all suits, claims, or actions or any sort resulting from, related to or arising out of any activities conducted under this Lease and any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to the Liquor Commission or New Hampshire liability, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Lease.
 - c. During the period this Lease shall be in effect, the Lessee at its expense will carry and maintain property insurance coverage, including but not limited to special perils coverage; commercial general liability coverage for bodily injury, death and property damage insurance; and for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Leased Premises or as a consequence of the conduct of activities or the performance of responsibilities under this Lease. Limits of liability shall not be less than one (1) million dollars (\$1,000,000).
 - d. All policies or certificates issued by the respective insurers shall name the Liquor Commission as additional insured, provided that any losses shall be payable notwithstanding any act or failure to act or negligence of the Liquor Commission or any other person, provide that the insurer shall have no right

of subrogation against the Liquor Commission and be reasonably satisfactory to the Liquor Commission in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action, which the Lessee may have against the Liquor Commission. The Lessee shall deliver or cause to be delivered to the Liquor Commission a certificate of insurance evidencing the insurance required by this Lease prior to occupancy of the Leased Premises.

33. On or before the date of expiration of this Lease, or within five (5) business days after its revocation by the Liquor Commission or relinquishment by the Lessee, the Lessee shall vacate the premises, remove all its personal property therefrom and restore the premises to a condition satisfactory to the Liquor Commission, damages beyond the control of the Lessee and due to fair wear and tear excepted. If the Lessee shall fail to neglect to remove its personal property and so restore the premises, then at the option of the Liquor Commission, such property shall either become the property of the Liquor Commission without compensation therefor, or the Liquor Commission may cause the property to be removed and the premises to be so restored at the expense of the Lessee, and no claim for damage against the Liquor Commission or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
34. This Lease is effective only insofar as the rights of the Lessee in the property involved are concerned, and the Lessee shall obtain such permission as may be necessary on account of any other existing rights.
35. This Lease may be terminated by either party on five (30) business days' written notice to the other party concerned.
36. This Lease shall not be transferred or assigned.
37. No notice, order, direction, determination, requirement, consent and/or approval under this Lease shall be of any effect unless it is in writing. All notices to be given pursuant to this Lease shall be addressed, if to the Liquor Commission:

Liquor Commission
50 Storrs Street
Post Office Box 503
Concord, NH 03302-0503

And if to the Lessee to:

New Hampshire Stories, Inc.
PO Box 1857
Dover, NH 03821-1857
Or
21 Freshet Road
Madbury, NH 03820

38. The Lessee shall not discriminate against any person or persons or exclude any persons from participation in the Lessee's operations, program, or activities conducted on the Leased Premises because of race, color, age, sex, handicap, national origin or religion. The Lessee, by acceptance of this Lease, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C.200d); the Age Discrimination Act of 1975 (42 U.S.C. §6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Department of Defense Directive 5500.11, May 27, 1971, as amended 32 CFR pt 300) will be complied with.
39. This Lease may only be modified or amended by mutual agreement of the parties in writing and signed by a duly authorized representative of each of the respective parties hereto. No amendment or modification will become effective without the Governor and Council approval.
40. This Lease, which may be executed in a number of counterparts each of which shall have been deemed an original but which shall constitute one and the same instrument is to be construed according to the laws of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and Tenant.
41. This lease embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
42. The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

OPERATIVE PROVISIONS

IN WITNESS WHEREOF, I have been hereunto set my hand this _____ day of _____, _____, by authority of the Liquor Commission:

State of New Hampshire Liquor Commission

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

This Lease, together with all terms and conditions thereof, is hereby accepted and executed by the Lessee, N.H. Stories, Inc., this _____ day of _____, ____.

By: _____

Title: _____

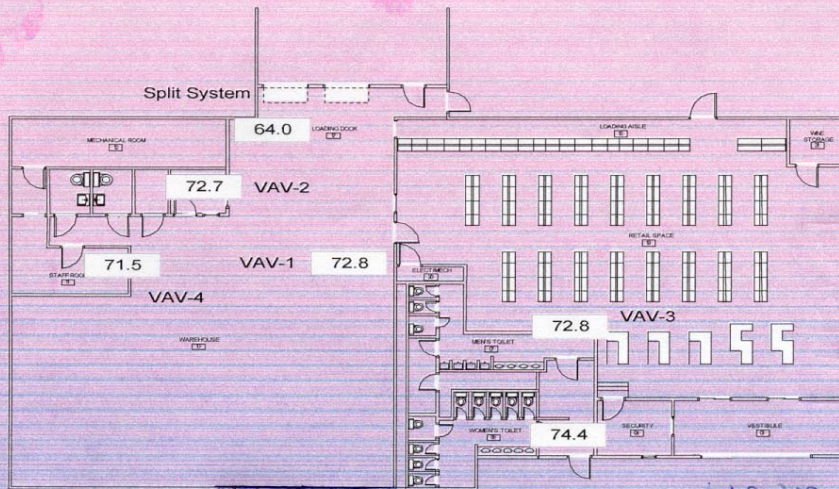
STATE OF NEW HAMPSHIRE

Personally appeared the above named _____ and swears to the truth of the statements made above this _____ day of _____, ____.

Justice of the Peace/Notary Public

Approved by Attorney General:

By: _____, Assistant Attorney General, on _____.



✓ NH STORE

LIQUOR
VAV-5 ENTRANCE

15 x 25

375 sq FT